

RECORDATION NO. 26731 FILED

DEC 22 '06 -9 30 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

December 22, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of December 21, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor/Assignor: General Electric Railcar Services Corporation
161 North Clark Street
Chicago, Illinois 60601

Assignee: Infinity Rail II, LLC
1355 Peachtree Street
Suite 750, South Tower
Atlanta, Georgia 30309

Mr. Vernon A. Williams
December 22, 2006
Page 2

A description of the railroad equipment covered by the enclosed document is:

58 cars within the series NAHX 46200 - NAHX 56498, NAHX 475369 - NAHX 480332 and NAHX 800014 - NAHX 800354 as more particularly set forth in the equipment schedule attached to the document.

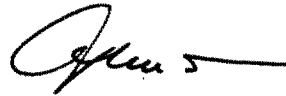
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 21, 2006 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail II, LLC, a Georgia limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 21, 2006 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:

- (a) the Lease; and
- (b) the Master Lease ((a) and (b) together, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer.

The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of the Equipment and have not become property of the lessor pursuant to the Lease as of the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 114 dated September 5, 2006 between the Seller and Lessee, which incorporates by reference the provisions of the Master Lease.

Lessee: ConAgra Foods, Inc.

Master Lease: Car Leasing Agreement 1549-1 dated March 9, 1984 between the Seller and Lessee as successor in interest to ConAgra, Inc.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.


10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: 
Name: Mark Stefani
Title: Vice President

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,
as Manager**

By: _____
Jeffrey E. Edelman, Vice President

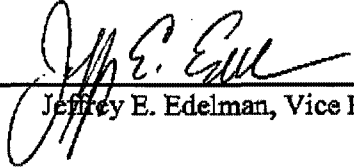
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

INFINITY RAIL II, LLC

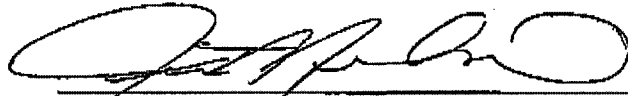
**By: Infinity Asset Management, LLC,
as Manager**

By:  _____
Jeffrey E. Edelman, Vice President

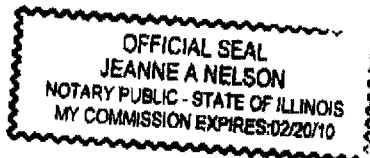
State of ILLINOIS)
)
County of COOK)

On this, the 19th day of December, 2006, before me, a Notary Public in and for said County and State, personally appeared Mark Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Jeanne A. Nelson, Notary Public
My Commission Expires: February 20, 2010
Residing in Cook County




State of Georgia

County of Fulton

On this, the 19th day of December, 2006, before me, a Notary Public with authority to act in any county in the State of Georgia, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Stephanie Cassamas
Name: Stephanie Cassamas
Notary Public

My Commission Expires: _____
Residing in: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail II, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December 21, 2006, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December 21, 2006, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment)

<u>Unit</u> <u>Count</u>	<u>Lessee</u>	<u>Car</u> <u>Mark</u>	<u>Car</u> <u>Number</u>
1	ConAgra Foods, Inc.	NAHX	46200
2	ConAgra Foods, Inc.	NAHX	46791
3	ConAgra Foods, Inc.	NAHX	46838
4	ConAgra Foods, Inc.	NAHX	49151
5	ConAgra Foods, Inc.	NAHX	49171
6	ConAgra Foods, Inc.	NAHX	49203
7	ConAgra Foods, Inc.	NAHX	49218
8	ConAgra Foods, Inc.	NAHX	49296
9	ConAgra Foods, Inc.	NAHX	49497
10	ConAgra Foods, Inc.	NAHX	50379
11	ConAgra Foods, Inc.	NAHX	50815
12	ConAgra Foods, Inc.	NAHX	52873
13	ConAgra Foods, Inc.	NAHX	52964
14	ConAgra Foods, Inc.	NAHX	52971
15	ConAgra Foods, Inc.	NAHX	53529
16	ConAgra Foods, Inc.	NAHX	53588
17	ConAgra Foods, Inc.	NAHX	53620
18	ConAgra Foods, Inc.	NAHX	53639
19	ConAgra Foods, Inc.	NAHX	53644
20	ConAgra Foods, Inc.	NAHX	54373
21	ConAgra Foods, Inc.	NAHX	54383
22	ConAgra Foods, Inc.	NAHX	55277
23	ConAgra Foods, Inc.	NAHX	55312
24	ConAgra Foods, Inc.	NAHX	55353
25	ConAgra Foods, Inc.	NAHX	55365
26	ConAgra Foods, Inc.	NAHX	55396
27	ConAgra Foods, Inc.	NAHX	55421
28	ConAgra Foods, Inc.	NAHX	55429
29	ConAgra Foods, Inc.	NAHX	55530
30	ConAgra Foods, Inc.	NAHX	55678
31	ConAgra Foods, Inc.	NAHX	56498
32	ConAgra Foods, Inc.	NAHX	475369
33	ConAgra Foods, Inc.	NAHX	475373
34	ConAgra Foods, Inc.	NAHX	476188
35	ConAgra Foods, Inc.	NAHX	478421
36	ConAgra Foods, Inc.	NAHX	479174
37	ConAgra Foods, Inc.	NAHX	480332
38	ConAgra Foods, Inc.	NAHX	800014
39	ConAgra Foods, Inc.	NAHX	800017
40	ConAgra Foods, Inc.	NAHX	800023
41	ConAgra Foods, Inc.	NAHX	800039
42	ConAgra Foods, Inc.	NAHX	800060
43	ConAgra Foods, Inc.	NAHX	800064

44	ConAgra Foods, Inc.	NAHX	800079
45	ConAgra Foods, Inc.	NAHX	800086
46	ConAgra Foods, Inc.	NAHX	800354
47	ConAgra Foods, Inc.	NAHX	800364
48	ConAgra Foods, Inc.	NAHX	800464
49	ConAgra Foods, Inc.	NAHX	800475
50	ConAgra Foods, Inc.	NAHX	800513
51	ConAgra Foods, Inc.	NAHX	800620
52	ConAgra Foods, Inc.	NAHX	800882
53	ConAgra Foods, Inc.	NAHX	800898
54	ConAgra Foods, Inc.	NAHX	800902
55	ConAgra Foods, Inc.	NAHX	801039
56	ConAgra Foods, Inc.	NAHX	801078
57	ConAgra Foods, Inc.	NAHX	801082
58	ConAgra Foods, Inc.	NAHX	880662

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

12/22/06



Robert W. Alvord